

REDEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into as of this day
of , 1974, by and between the BOSTON REDEVELOPMENT
AUTHORITY, a public body politic and corporate organized under
the laws of the Commonwealth of Massachusetts (hereinafter
called the "Authority") and FANEUIL HALL MARKETPLACE, INC., a
corporation duly organized and existing under the laws of the
State of Maryland and duly qualified to conduct business as a
foreign corporation in the Commonwealth of Massachusetts (here-
inafter called "Faneuil").

W I T N E S S E T H:

WHEREAS, with the assistance of the federal, state and
city governments, the Authority is carrying out:

- (a) the Waterfront Urban Renewal Project pursuant to
the Downtown Waterfront-Faneuil Hall Urban Renewal
Plan dated April 15, 1964, approved by the City
Council of the City of Boston (hereinafter called
the "City Council") on June 8, 1964, and by the
Mayor of the City of Boston on June 11, 1964, and
recorded at the Suffolk Registry of Deeds in Book
7948, Page 527, as amended by an amendment thereto,
dated April 8, 1965, and
- (b) the Government Center Urban Renewal Project pursuant
to the Government Center Urban Renewal Plan dated
April 3, 1963, approved by the City Council on May
25, 1964, and recorded at the Suffolk Registry of

Deeds in Book 8250, Page 187, as amended by an amendment thereto dated May 29, 1963,

(both plans hereinafter, as amended, and as they may from time to time be amended, called the "Plan"); and

WHEREAS, the Plan permits the renovation and restoration of North Market Building, South Market Building and Quincy Market Building (which buildings together with certain streets are shown on the plan attached hereto as Exhibit I and are hereinafter called the "Property").

WHEREAS, pursuant to the Plan, the Authority has acquired North Market Building (except the Durgin Park Parcel shown on Exhibit I) and South Market Building by exercise of the power of eminent domain; and

WHEREAS, the City Council has approved the execution and delivery of a lease between the City of Boston (hereinafter called the "City") and the Authority demising Quincy Market Building and portions of North Market Street, South Market Street, Merchants Row and Faneuil Hall Square; and

WHEREAS, pursuant to such City Council approval, the City and the Authority intend to enter into the Indenture of Lease attached hereto as Exhibit II (hereinafter called the "City Lease"); and

WHEREAS, the Authority and Faneuil desire to enter into the Indenture of Lease attached hereto as Exhibit III, (hereinafter called the "Lease") upon the fulfillment or satisfaction of the conditions hereinafter set forth; and

WHEREAS, the Authority, by vote duly adopted on March 22, 1973, has tentatively designated The Rouse Company, a corporation organized and existing under the laws of the State of Maryland and the present owner of all of the outstanding shares of stock of Faneuil (hereinafter called "Rouse"), as the developer of the Property.

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and Faneuil hereby agree as follows:

ARTICLE I

Definitions

Section 1.01 The term "Closing Date" shall mean that date ten (10) days after the date on which the conditions set forth in Articles V and VI hereof have been fulfilled, satisfied or waived.

Section 1.02 The term "Subtenant" shall have the meaning set forth in Section 2.04 of the Lease.

Section 1.03 The term "Rehabilitation" shall have the meaning set forth in Section 2.05 of the Lease.

ARTICLE II

Leasing of Property

Section 2.01 Upon the fulfillment, satisfaction or waiver (in accordance with Article VII) of the conditions precedent set forth in Articles V and VI, on the Closing Date the Authority and Faneuil shall execute and deliver the Lease dated as of the Closing Date.

ARTICLE III

Representations and Obligations of the Authority

Section 3.01 On or before the Closing Date, the Authority and the City shall duly execute and deliver the City Lease in accordance with the procedures provided therefor by law.

Section 3.02 The Authority and Faneuil acknowledge that the Authority has submitted the Lease to the United States Department of Housing and Urban Development (hereinafter called "HUD") with a request for its approval. The Authority shall use its best efforts to obtain such approval.

Section 3.03 The Authority shall purchase those materials agreed upon by the Authority and Faneuil for street and sidewalk improvements. All such purchases shall be made by the Authority and all labor relating to the installation thereof performed by Faneuil in accordance with schedules to be agreed upon by the Authority and Faneuil. The Authority shall in no event be required to expend more than the sum of \$350,000 in the performance of its obligations contained in this Section 3.03.

Section 3.04 The Authority shall perform the utilities work more particularly described in Exhibit IV, attached hereto and hereby made a part hereof, on or before June 1, 1974.

Section 3.05 The Authority represents and warrants that the construction contract, drawings, specifications and other construction documents, which have been initialed by representatives of the Authority and Faneuil and on which reference has

been made to this Agreement (such contract, drawings, specifications and other construction documents are hereinafter called the "Construction Contract") constitute the entire contract between the Falzarano Construction Company and the Authority relating to construction work to be performed by the Authority on the Property.

Section 3.06 The Authority represents, warrants and agrees that there have been no changes, waivers, cancellations or other modifications to the Construction Contract except as set forth in Exhibit V. Except as hereinafter provided, the Authority shall not make any changes, waivers, cancellations or other modifications to the Construction Contract. After the date hereof, the Authority shall not make deletions from the scope of the work contained in the Construction Contract without the prior written consent of Faneuil, which consent shall not be unreasonably withheld or delayed, provided, however, that the Authority shall not be obligated to expend more than \$2,509,648 in payment for work performed under the Construction Contract. For purposes of this Section 3.06, Faneuil's failure to consent to a proposed deletion shall be deemed to be reasonable if:

- (a) the making of the proposed deletion is not necessary to maintain a contract price of \$2,509,648;
- (b) Faneuil proposes alternative deletions which amount to at least the same contract price as the price of the deletion proposed by the

Authority and will not result in increasing the contract performance period or

- (c) Faneuil obligates itself to pay for the items of work which the Authority proposes to delete.

Section 3.07 The Authority represents and warrants that no claims for extra work relating to the Construction Contract have been presented to the Authority other than those set forth in Exhibit VI, and to the best of the Authority's knowledge, there are no claims for extra work other than those set forth in Exhibit VI.

Section 3.08 Subject to the Authority's right to make deletions as provided in Section 3.06, from the date hereof until the completion of the Construction Contract, the Authority shall comply with all of the provisions of the Construction Contract applicable to it and will enforce all of its rights thereunder in a timely manner.

Section 3.09 The Authority shall cause those portions of the Construction Contract which are not completed on the Closing Date to be completed pursuant to the Construction Contract; provided, however, that the Authority shall in no event be obligated to expend more than the sum of \$2,509,648 in payment for work performed pursuant to the Construction Contract

Section 3.10 The Authority shall use its best efforts to cause the owner of the Durgin Park Parcel to enter into agreements among the Authority, Faneuil and such owner, obligating such owner:

- (a) to effect the restoration, renovation or improvement of the exterior facade of the building located thereon, so as to conform said building generally to the exterior appearance of North Market Building;
- (b) to grant to the Authority, Faneuil and the tenants, subtenants and business invitees of each of them rights to use that portion of North Market Street and Clinton Street owned by such owner for the uses and purposes contemplated by this Agreement and the Lease; and
- (c) to execute such declarations or other agreements as may be necessary to establish the mutual rights and obligations of the parties with respect to the maintenance and repair of party walls.

Section 3.11. The Authority shall use all reasonable efforts to cause a private developer to construct a public parking garage on Parcel E-8 in accordance with Section 10.09 of the Lease. If the Authority is unsuccessful in causing the garage to be constructed by a private developer, the Authority shall, subject to the provision of the funds therefor by the City, cause the garage to be constructed by the City. In this connection, the Authority shall use its best efforts to cause the City to make such funds available.

Section 3.12 The Authority shall proceed as expeditiously as practicable and within its approved budget:

- (a) to cause the development of those parcels abutting or in close proximity to the Property which are scheduled for development pursuant to the Plan, and
- (b) to implement, in all other respects, the provisions of the Plan.

Section 3.13 The Authority represents and warrants that it is a public body politic and corporate duly organized and existing by virtue of and in accordance with the laws of the Commonwealth of Massachusetts, that it is empowered to enter into this Agreement, to be bound thereby and to perform in accordance with the terms thereof, that any and all actions the taking of which by the Authority are or may be necessary to enable it to enter into this Agreement and to be bound thereby have been duly taken, that the person or persons executing or attesting the execution of this Agreement on behalf of the Authority have been duly authorized and empowered to execute or to attest, and that the execution of this Agreement on behalf of the Authority will bind and obligate the Authority according to the terms thereof.

Section 3.14 The Authority represents and warrants that all of the Property is classified B-8 (as that classification is used in the City of Boston Zoning Code). The Authority shall apply, pursuant to the City of Boston Zoning Code, for

a U designation and shall diligently pursue such an application to a final determination.

ARTICLE IV

Representations and Obligations of Faneuil

Section 4.01 Faneuil shall cooperate with the Authority in establishing a Faneuil Hall Markets Commission ("Commission") and shall appoint one person to act as a member of the Commission.

Section 4.02 Faneuil shall use its best efforts to agree, on or before that date which is forty-five (45) days from the date hereof, upon a form of lease with the Boston 200 Corporation, which lease shall be substantially in accordance with the terms set forth in Exhibit VII attached hereto and hereby made a part hereof.

Section 4.03 If the Authority shall purchase materials for street and sidewalk improvements pursuant to Section 3.03, Faneuil shall perform all labor relating to the installation thereof in accordance with schedules to be agreed upon by the Authority and Faneuil.

Section 4.04 Faneuil represents and warrants that it is a corporation duly organized and existing by virtue of and in accordance with the laws of the State of Maryland, that it is qualified as a foreign corporation to do business in the Commonwealth of Massachusetts, that it is empowered to enter into this Agreement, to be bound thereby, and to perform in accordance with the terms thereof, that any and all actions the taking

of which are or may be necessary to enable it to enter into this Agreement and to be bound thereby have been duly taken, that the person or persons executing or attesting the execution of this Agreement on behalf of Faneuil have been duly authorized and empowered to so execute or to attest, and that the execution of this Agreement on behalf of Faneuil will bind and obligate Faneuil according to the terms thereof.

Section 4.05 Attached hereto, marked Exhibit VIII and hereby made a part hereof is a certain License Agreement dated as of the date hereof (hereinafter called the "License Agreement"). Faneuil covenants and agrees, in connection with its use and occupancy of the portion of the Property covered by the License Agreement to devote the Property to only those uses specified in the Plan, and to comply with the requirements therein specified, including, but not limited to, those uses and dimensional controls as are specified in said Plan; and not to use or devote the Property or any part thereof to or for any use other than the said permitted uses, or contrary to any of the applicable limitations or requirements of the Plan.

ARTICLE V

Conditions to the Authority's Obligations

Section 5.01 The Authority shall have no obligation to enter into the Lease unless the following conditions precedent are fulfilled or satisfied on or before that date which is forty-five (45) days from the date hereof:

- (a) HUD approval of the Lease and all other approvals necessary for the execution and delivery of the Lease and undertaking the Rehabilitation shall have been obtained (including approvals, if any, relating to the environmental impact of the Rehabilitation and to historic preservation provisions contained in Title 16 of the United States Code).
- (b) Faneuil shall have submitted to the Authority for its review and approval Preliminary Design Drawings which shall include:
 - (i) a site plan showing the Property, traffic circulation, streets utilization, paving materials, lighting, landscaping, utilities and other basic improvements;
 - (ii) a building plan indicating general organization of space, floor plans, elevators, sections, materials, lighting and signing standards; and
 - (iii) interior standards indicating general treatment materials, lighting and signing standards to be imposed to control Subtenant improvements

and such Preliminary Design Drawings shall have been agreed upon by the Authority and Faneuil.

- (c) Faneuil shall have submitted evidence satisfactory to the Authority of a firm commitment for financing Rehabilitation.
- (d) Faneuil shall have agreed to enter into a Lease, substantially in accordance with the terms of Exhibit VII, with the Boston 200 Corporation.

ARTICLE VI

Conditions to Faneuil's Obligations

Section 6.01 Faneuil shall have no obligation to enter into the Lease unless the following conditions precedent are fulfilled or satisfied on or before that date which is forty-five (45) days from the date hereof:

- (a) The Authority shall have approved the Preliminary Design Drawings pursuant to Section 5.01(b).
- (b) HUD approval of the Lease, Authority approval and all other approvals necessary for the execution and delivery of the Lease and undertaking the Rehabilitation shall have been obtained (including approvals, if any, relating to the environmental impact of the Rehabilitation and to the historic preservation provisions contained in Title 16 of the United States Code).

(c) City Council repeal or modification of those ordinances listed in Exhibit IX attached hereto and hereby made a part hereof, shall have occurred, and such repeal or modification shall have had the effect of eliminating the applicability of such ordinances to the Property.

(d) The title to the Property shall be good and marketable, and free and clear of liens or encumbrances or prescriptive rights in the public which would adversely affect the use thereof by Faneuil and such that Lawyers Title Insurance Corporation will insure the title at customary rates and without an exception for mechanics liens.

(e) Except as provided in Section 3.06, there shall have been no change, amendment or waiver and the Authority shall have not received notice of, or have knowledge of, any material default under the Construction Contract.

(f) Neither the City nor the Authority nor Faneuil shall have received notice of any litigation which would materially adversely affect Faneuil's rights and obligations under the Lease.

(g) Except for the performance of work pursuant to the Construction Contract and the performance of other work contemplated by this

Agreement, the Property on the Closing Date shall be in the same condition as it is on the date hereof, subject to normal wear and tear.

- (h) The Property shall be free and clear of any existing tenancies and leases except for agreements to which Faneuil is a party.
- (i) Faneuil shall have satisfied itself that the Rehabilitation can be completed at a cost which can be financed on terms satisfactory to Faneuil.
- (j) The Authority shall have submitted a commitment to Faneuil (or shall have otherwise undertaken a firm obligation in a form reasonably satisfactory to Faneuil) demonstrating that a parking garage will be constructed and operated on Parcel E-8 pursuant to Section 10.09 of the Lease.
- (k) The City shall have executed an agreement relating to the real estate taxes to be levied against the property in a form and substance satisfactory to Faneuil.
- (l) The Property shall have received a U designation (as that term is used in the City of Boston Zoning Code), and the zoning of the Property shall in all other respects permit retail and office uses as contemplated by the Lease.

- (m) The Authority shall have caused the owner of the Durgin Park Parcel to enter into the agreements described in Section 3.10 hereof.
- (n) Statutory proceedings which are necessary for the discontinuance of the rights of the public in and to North and South Market Streets, Faneuil Hall Square, Merchant's Row and North Street shall have been concluded, and there shall exist no further statutory right of review of such proceedings.

ARTICLE VII

Deposit; Default; Termination

Section 7.01. The Authority hereby acknowledges the receipt of a good faith deposit, to be retained by the Authority except as hereinafter provided, in the amount of \$100,000 (hereinafter called the "Deposit"). The Authority shall be under no obligation to pay or earn interest on the Deposit, and any interest earned on the Deposit shall be the property of the Authority.

Section 7.02 If either party shall become in default of the due performance of any term or covenant which this Agreement requires it to perform and shall fail to cure, correct or remedy such default within ten (10) days after written notice from the other party specifying such default, then so long as any such default is continuing, such other party may by notice in writing to the party in default

terminate this Agreement forthwith, without prejudice to, and under reservation of, all rights, remedies and recourses available under this Agreement and by law. All rights under this Agreement shall be deemed to be cumulative and not alternative.

Section 7.03 In the event of a default by Faneuil resulting in a termination of this Agreement, the Deposit shall be retained by the Authority as liquidated damages, without prejudice to, and under reservation of, all rights, remedies and recourses available to the Authority under this Agreement and by law. Nothing herein shall be construed as limiting Faneuil's right to contest a determination by the Authority that Faneuil is in default hereunder.

Section 7.04 In the event that the conditions set forth in Subsections 5.01(a) and 6.01(b) have not been fulfilled or satisfied on or before September 1, 1974, this Agreement shall terminate automatically.

Section 7.05 In the event that any condition set forth in Article V, other than the condition set forth in Subsection 5.01(a), has not been fulfilled or satisfied on or before that date which is forty-five (45) days from the date hereof, the Authority may:

- (a) terminate this Agreement;
- (b) postpone the time for the fulfillment or satisfaction of such condition for such period of time as the Authority may in its sole discretion deem reasonable under the circumstances, at the end of which period

this Agreement shall terminate automatically if such condition has not been fulfilled or satisfied unless the Authority then waives the fulfillment or satisfaction of such condition; or

- (c) waive the fulfillment or satisfaction of such condition.

Section 7.06 In the event that a condition set forth in Article VI, other than the condition set forth in Subsection 6.01(b), has not been fulfilled or satisfied on or before that date which is forty-five (45) days from the date hereof, Faneuil may:

- (a) terminate this Agreement;
- (b) postpone the time for performance of such condition for such period of time as Faneuil may in its sole discretion deem reasonable, at the end of which period this Agreement shall terminate automatically if such condition has not been fulfilled or satisfied, unless Faneuil then waives the fulfillment or satisfaction of such condition; or
- (c) waive the fulfillment or satisfaction of such condition.

Section 7.07 In any case where, because one or more conditions set forth in Article V (other than the condition

set forth in Subsection 5.01(a) or Article VI (other than the condition set forth in Subsection 6.01 (b)) have not been fulfilled or satisfied, if:

- (a) as of the date on which such condition is required to be performed, either the Authority or Faneuil has failed to postpone or waive the fulfillment or satisfaction of such condition or conditions, this Agreement shall thereupon terminate; or
- (b) either the Authority or Faneuil elected to postpone and the other to waive the fulfillment or satisfaction of such condition or conditions, the election to postpone shall prevail; or
- (c) both the Authority and Faneuil have elected to postpone, but the periods of postponement are not the same, the shorter time period shall prevail.

Section 7.08 The Authority and Faneuil acknowledge that certain provisions of this Agreement are the subject of both obligations (pursuant to Articles III and IV) and conditions (pursuant to Articles V and VI). In those cases where a condition is postponed, the performance of the corresponding obligation, if any, shall be postponed but only for the period of time for which such condition is postponed.

Section 7.09 In the event that this Agreement is terminated pursuant to Sections 7.04, 7.05, 7.06 or 7.07, the Authority shall return the Deposit to Faneuil within ten (10) days of such termination. In the event that the Lease is executed and delivered, the Deposit shall be retained thereunder in accordance with Section 15.01 thereof.

ARTICLE VIII

Miscellaneous

Section 8.01 This Agreement is being executed and delivered in the Commonwealth of Massachusetts and shall be governed by and construed and interpreted in accordance with the laws thereof.

Section 8.02 The captions and headings throughout this Agreement are for convenience and reference only, and they shall in no way be held or deemed to define, modify or add to the meaning, scope or intent of any provisions of this Agreement.

Section 8.03 Except as herein otherwise provided, whenever in this Agreement the consent or approval of either party is required, such consent or approval shall not be unreasonably withheld or delayed and shall be in writing, signed by an officer or agent, thereunto duly authorized, of the party granting such consent or giving such approval.

Section 8.04 No assent, express or implied, by either party to any breach of or default in any term, covenant or condition herein contained on the part of the other to be performed or observed shall constitute a waiver of or assent to any succeeding breach of or default in the same or any other term, covenant or condition hereof.

Section 8.05 All notices to the Authority shall be addressed to it at City Hall, Boston, Massachusetts, Attention: Robert T. Kenney, Director, or to such other place as may be designated by written notice to Faneuil. All notices to Faneuil shall be addressed to it at c/o The Rouse Company, Columbia, Maryland, 21044, Attention of the Secretary, or to such other place as may be designated by written notice to the Authority. Notice shall be sufficient if given by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at its address as described above, and shall be effective when received. Unless otherwise notified in writing, each party shall direct all sums payable to the other party at its address for notice purposes.

Section 8.06 Neither party shall be liable to the other in damages because of any failure to perform hereunder caused by fire, earthquake, flood, explosion, casualty, strike unavoidable accident, riot, insurrection, civil disturbance, act of public enemy, embargo, war, act of God, or any other similar cause beyond its control.

Section 8.07 In the event that any one or more of the phrases, sentences, clauses or paragraphs contained in this Agreement shall be declared invalid by the final and unappealable order, decree or judgment of any court, this Agreement shall be construed as if it did not contain such phrases, sentences, clauses or paragraphs.

Section 8.08 Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto, their authorized successors and assigns, any rights or remedies under or by reason of this Agreement.

Section 8.09 All of the representations, warranties and covenants made in this Agreement shall be deemed to have been relied upon by the party to which it was made and to be material and shall survive the execution of the Lease to the extent that they are by their terms, or by a reasonable interpretation of the context, to be performed or observed after the Closing Date.

Section 8.10 Time is of the essence of this Agreement, and the Authority and Faneuil shall promptly and punctually perform the obligations required to be performed by each of them and shall promptly, punctually and diligently attempt to satisfy or fulfill the conditions applicable to each of them.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the date first above written.

ATTEST:

BOSTON REDEVELOPMENT AUTHORITY

Secretary

By _____ (Seal)
Director

ATTEST:

FANEUIL HALL MARKETPLACE, INC.

Secretary

By _____ (Seal)

4/22/74

Exhibit II

INDENTURE OF LEASE

DATED AS OF

between

CITY OF BOSTON

and

BOSTON REDEVELOPMENT AUTHORITY

INDENTURE OF LEASE

INDENTURE OF LEASE (hereinafter called "City Lease") made and entered into as of _____, by and between the CITY OF BOSTON a municipal corporation located in the Commonwealth of Massachusetts, as Lessor, (hereinafter called the "City") and the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate organized under the laws of the Commonwealth of Massachusetts, as Lessee, (hereinafter together with any successors or assigns permitted or authorized by this Lease called the "Authority").

W I T N E S S E T H:

WHEREAS, with the assistance of the federal, state and city governments, the Authority is carrying out the Waterfront and Government Center Urban Renewal Projects pursuant to:

- (a) the Downtown Waterfront-Faneuil Hall Urban Renewal Plan dated April 15, 1964, approved by the City Council of the City (hereinafter called the "City Council") on June 8, 1964, and by the Mayor of the City on June 11, 1964, and recorded at the Suffolk Registry of Deeds in Book 7948, Page 527, as amended by an amendment thereto, dated April 8, 1965; and
- (b) the Government Center Urban Renewal Plan dated April 3, 1963, approved by the City Council on May 25, 1964, and recorded at the Suffolk Registry of Deeds in Book 8250, Page 187, as amended by an amendment thereto dated May 29, 1963,

(both plans hereinafter, as amended, and as they may from time to time be amended, called the "Plan"); and

WHEREAS, the Plan permits the renovation and restoration of North Market Building, South Market Building and Quincy Market Building, together with certain streets; and

WHEREAS, pursuant to the Plan, the Authority has acquired North Market Building and South Market Building by exercise of the power of eminent domain; and

WHEREAS, pursuant to this City Lease, the Authority is leasing Quincy Market Building and portions of North Market Street and South Market Street from the City; and

WHEREAS, the Authority and Faneuil Hall Marketplace, Inc. (hereinafter called "Faneuil"), subject to the fulfillment of certain condtions, intend to enter into the Indenture of Lease attached hereto as Exhibit I (which Indenture of Lease or any sublease entered into pursuant to Section 4.01 hereof is hereinafter called the "Markets Lease").

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the City and the Authority hereby agree as follows:

ARTICLE I

Lease of City Property

Section 1.01 The City, for and in consideration of the rents, covenants and agreements hereinafter reserved, mentioned and contained on the part of the Authority to be paid, kept,

observed and performed, has leased, rented, let and demised, and by these presents does lease, rent, let and demise unto the Authority, and the Authority does hereby take and hire, upon and subject to the conditions and limitations hereinafter expressed, the "City Property" (as defined in Section 2.01 hereof), to have and to hold the City Property, subject as aforesaid, and subject to the terms, covenants, agreements and provisions hereof, unto Lessee for the uses and purposes described in Article IV of the Markets Lease for the "Term" (as defined in Section 6.01 hereof).

ARTICLE II

Definitions

Section 2.01. The term "City Property" shall mean the parcels of land described in Exhibit II, attached hereto and hereby made a part hereof, and shown on Exhibit III attached hereto and hereby made a part hereof, and all improvements, fixtures, appurtenances and easements, and all alterations, replacements, additions and substitutions therefor, now or hereafter located thereon.

Section 2.02. The term "Markets Lessor" shall mean the Lessor under the Markets Lease.

Section 2.03. The term "Markets Lessee" shall mean the Lessee under the Markets Lease.

Section 2.04. The term "Sublease" shall mean a sublease between the Markets Lessee and a "Subtenant" (as defined in Section 2.05 hereof) of any individual parts, floors or areas of the City Property which the Markets Lessee is permitted to sublet pursuant to the Markets Lease.

Section 2.05. The term "Subtenant" shall mean any person, firm, corporation or other legal entity occupying any part of the City Property under a Sublease.

Section 2.06. The term "Rehabilitation" shall mean the restoration and renovation of the City Property pursuant to Article X of the Markets Lease.

Section 2.07. The term "Commencement Date" shall mean the date hereof.

Section 2.08. The term "Improvements" shall mean all improvements constructed, restored, or renovated by the Markets Lessee on the City Property pursuant to Article X of the Market Lease, including those which are part of the City Property as of the date hereof.

Section 2.09. The following terms shall have the same meanings as are set forth in the Markets Lease: Leasehold Mortgage (Section 2.16 of the Markets Lease); Leasehold Mortgagee (Section 2.17 of the Markets Lease); Taking (Section 2.25 of the Markets Lease).

ARTICLE III

Title and Condition of City Property

Section 3.01. The City Property is subject to:

- (a) the existing state of title thereof as of the Commencement Date;
- (b) any state of facts which an accurate survey or physical inspection thereof might show;
- (c) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and
- (d) the physical condition of buildings, structures and other improvements, and any fixtures, located on the City Property as of the Commencement Date, without representation or warranty of any kind by the City.

ARTICLE IV

The Markets Lease; Assignment and Subletting

Section 4.01. The Authority may enter into the Markets Lease or a sublease of the City Property which is in substantially the same form as the Markets Lease.

Section 4.02. At any time, and from time to time, prior

or subsequent to entering into the Markets Lease, the Authority and the Markets Lessee may make changes, modifications or amendments to the Markets Lease which are not material. Prior to the making of any material changes, modifications or amendments, the Authority shall submit to the Corporation Counsel of the City, for his or her review and approval, any such changes, modifications or amendments.

Section 4.03. The Authority shall, upon the request of the City:

- (a) diligently enforce the rights and remedies available to it under the Markets Lease; and
- (b) require diligent and prompt performance by the Markets Lessee of all of the obligations of the Markets Lessee relating to the City Property under the Markets Lease.

Section 4.04. The Authority shall perform the obligations required to be performed by the Markets Lessor under the Markets Lease.

Section 4.05. The City acknowledges, and shall recognize, the rights of the Markets Lessor and the Markets Lessee under the Markets Lease with respect to assignment, subletting, mortgaging and transfer.

Section 4.06. Except as provided in this Article IV, the Authority shall not assign or sublet its leasehold interest in the City Property.

ARTICLE V

Quiet Enjoyment

Section 5.01. The City represents and warrants that it has the right, power and authority to enter into this City Lease and that the Authority, upon paying the Rent (as defined in Section 7.01 hereof) and additional rents reserved herein and observing and keeping the covenants, agreements and stipulations of this City Lease on the Authority's part to be paid, observed and kept, shall lawfully, peaceably and quietly hold, occupy and enjoy the City Property during the Term, without hindrance, ejection or molestation by the City or any person or persons claiming under the City; provided, that the Authority shall have the right to terminate this Lease or to seek a rent abatement for a material breach of this covenant. The City and its agents may enter and examine the City Property at all reasonable times for the purpose of determining whether the Authority is in compliance with the terms hereof.

ARTICLE VI

Term of Lease

Section 6.01. The term of this Lease (hereinafter called the "Term") shall be the period commencing on the date hereof and ending at midnight on the date which is ninety-nine years after the commencement date of the Markets Lease or on that date resulting from an earlier termination as hereinafter provided.

ARTICLE VII

Rent

Section 7.01. The Authority covenants to pay the City, at the City's address for notice set forth in Section 13.01 hereof or at such place or to such person as the City from time to time may designate in writing by notice to the Authority, in such coin or currency of the United States as shall at the time of payment be legal tender for the payment of all debts, public or private, as rent (hereinafter called the "Rent") for the City Property, commencing on the Commencement Date and thereafter throughout the Term, an annual rental equal to One Dollar (\$1.00).

Rent shall be payable in advance on the Commencement Date and on the first day of each calendar year thereafter.

Section 7.02. This City Lease is a net lease and the Rent, additional rent and all other sums payable hereunder to or on behalf of the City, shall be paid without notice or demand, and without set-off, counterclaim, abatement, suspension, deferments, deduction or defense except as otherwise expressly herein provided.

Section 7.03. Except as otherwise expressly herein provided, this City Lease shall not terminate, nor shall the Authority have the right to terminate this City Lease or be entitled to the abatement of any rent hereunder or any reduction or allocation thereof, nor shall the obligations of the Authority under this City Lease

be otherwise affected, by reason of any damage to or the destruction of all or any part of the City Property from whatever cause, or the taking of the City Property or any portion thereof by condemnation, requisition or otherwise for any reason whatever, or the prohibition, limitation or restriction of the Authority's use of all or any part of the City Property from whatever cause, or the interference with such use by any person, or by reason of any eviction by paramount title or otherwise, (subject, however, to the provisions of Section 5.01 hereof) or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of parties hereto that the obligations of the Authority hereunder shall be separate and independent covenants and agreements, that the Rent, additional rent and all other sums payable by the Authority hereunder shall continue to be payable in all events, and that the obligations of the Authority hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this City Lease.

ARTICLE VIII

Compliance with Laws and Regulations

Section 8.01. The Authority shall, at its sole cost and expense, comply with and shall cause the City Property and the Markets Lessee to comply with (i) all federal, state, county, municipal and other governmental statutes, laws, rules, orders,

regulations and ordinances affecting the City Property or any part thereof, or the use thereof, including those which require the making of any structural, unforeseen or extraordinary changes, whether or not any such statutes, laws, rules, orders, regulations or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same, and (ii) all rules, orders and regulations of the National Board of Fire Underwriters or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions, which apply to the Property. The Authority shall comply or cause the Markets Lessee to comply, with each and every requirement of all policies of public liability, fire and other insurance which at any time may be in force with respect to the City Property.

Section 8.02. Nothing herein shall limit the right of the Authority to contest the validity or enforceability of any statute, law, rule, order, regulation or ordinance with which the Authority may be requested to comply hereunder.

Section 8.03. The City and the Authority acknowledge the existence of Chapter 188 of the Massachusetts Acts and Resolves of 1970 and agree to abide by the provisions thereof. If the pushcart market and fruit and produce vendors referred to therein are displaced from their present location on Blackstone Street

between North Street and Hanover Street and the City provides for the nonexclusive use by such vendors of portions of South Market Street and North Market Street, included within the City Property, then, in that event, the City shall provide, at its expense, clean-up and maintenance services presently furnished to such vendors by the City. Any relocation of such vendors to South Market Street and North Market Street shall, to the extent reasonably practicable, be without interference to Improvements constructed on the City Property.

ARTICLE IX

Ownership of Improvements

Section 9.01. Subject to the provisions of the Markets Lease relating to the rights of the Markets Lessee and any Leasehold Mortgagee, and to Section 15.01. hereof, title to all Improvements constructed on the City Property by the Authority shall be and remain in the Authority until the expiration of the Term (unless this City Lease shall be sooner terminated as herein provided), and upon such expiration or sooner termination, title to such Improvements as are then remaining shall automatically pass to, vest in, and belong to the City without further action on the part of either party and without cost or charge to the City. The Authority and the City covenant that in order to confirm the automatic vesting of title as provided in this Section 9.01, each will execute and deliver such further assurances and instruments of assignment and conveyance as may be reasonably required by the other for that purpose.

ARTICLE X.

Condemnation

Section 10.01. If there is a Taking which results in the termination of the Markets Lease, this City Lease shall, at the election of the Authority, terminate simultaneously therewith.

Section 10.02. The City agrees to recognize the rights of the Markets Lessor and the Markets Lessee to awards and payments for a Taking, in accordance with Article XII of the Markets Lease.

ARTICLE XI

Insurance, Restoration or Reconstruction of City Property

Section 11.01 During the Term, the Authority shall:

- (a) comply with all of the obligations of the Markets Lessor under Article XIII of the Markets Lease;
- (b) promptly and diligently pursue all of the rights and remedies available to it under Article XIII of the Markets Lease;
- (c) cause insurance to be maintained in accordance with the Markets Lease; and
- (d) cause the City Property to be restored and reconstructed in accordance with the Markets Lease.

ARTICLE XII.

Default

Section 12.01. It shall constitute an "Event of Default" under this City Lease if the Authority at any time during the Term shall fail (i) to make payment of any installment of Rent; or (ii) to observe or perform any of the Authority's other covenants, agreements or obligations hereunder; and if any such default shall not be cured as to (i) within ten (10) days after receipt of written or telegraphic notice thereof by the Authority or as to (ii) within thirty (30) days after the City shall have given to the Authority written notice specifying such default (or, in the case of any default referred to in clause (ii) which cannot with diligence be cured within such thirty (30) day period, if the Authority shall fail to proceed promptly to cure the same and thereafter prosecute the curing of such default with diligence, it being intended, in connection with a default not susceptible of being cured with diligence within such thirty (30) day period, that the time of the Authority within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with diligence).

Section 12.02. If any Event of Default shall have happened and be continuing, the City shall have the right, at its election, then or at any time thereafter while any such Event of Default shall continue, to give the Authority notice of the City's intention either (i) to terminate the Term of this City Lease or (ii) to reenter and take possession of the City Property on a date specified in such notice, which date shall not be less than ten (10) days after the date of giving of such notice, and on the date specified in any such notice, the Authority's right to possession of the City Property shall cease and the Authority shall peaceably and quietly yield to and surrender to the City the City Property, and if the City shall have given notice of its intention to terminate the Term of this City Lease, the Term of this City Lease shall thereupon be terminated.

In the event such notice is given, the City shall have the immediate right of reentry and possession of the City Property and the right (subject to the rights of the Markets Lessee and the Subtenants under Article XV hereof) to remove all persons and property therefrom. Should the City take possession pursuant to legal proceedings or pursuant to any notice provided for by law, the City may thereafter either terminate the Term of this City Lease or from time to time, without terminating the Term of this City Lease, relet the Property

or any part thereof for such term or terms and at such rental or rentals and upon such terms and conditions as Lessor may deem advisable, with the right to make alterations and repairs to the City Property.

Section 12.03. In the event of any termination of the Term of this City Lease as provided in Section 12.02 hereof or as otherwise permitted by law, the City may enter upon the City Property, and again have, repossess and enjoy the same as if this Lease had not been made (subject to the rights of the Markets Lessee and the Subtenants under Sections 15.03 and 15.05 hereof), and in any such event neither the Authority nor any person claiming through or under the Authority by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the City Property but shall forthwith quit and surrender the same, and the City shall be entitled to proceed with any rights or remedies available to it under law or equity.

Section 12.04. If the City shall reenter and obtain possession of the City Property by reason of or following any default of the Authority, whether or not the Term shall have terminated, the City shall have the right, without notice to repair or alter the City Property in such manner as the City may deem necessary or advisable so as to put the City Property in good order and to make the same rentable, considering the

use of the City Property immediately prior thereto, and shall have the right, at the City's option, to relet the City Property or any part thereof.

Section 12.05. No such reentry or taking of possession of the City Property by the City shall be construed as an election on the City's part to terminate the Term unless a written notice of such intention be given to the Authority or unless the termination hereof be decreed by a court of competent jurisdiction.

Section 12.06 No right or remedy herein conferred upon or reserved to the City or the Authority is intended to be exclusive of any other right or remedy, except as expressly stated herein, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute, except as such rights or remedies as expressly limited herein.

Section 12.07 If the City at any time during the Term shall fail to observe or perform any of the City's covenants, agreements or obligations hereunder, and if any such default shall not be cured, as to any default resulting from the nonpayment of money, within ten (10) days after receipt of written or telegraphic notice thereof by the Authority, or as to any other default, within thirty (30) days after the Authority shall have given to the City written notice specifying such default (or, in the case of any default not resulting from the nonpayment of money which cannot with diligence be

cured within such thirty (30) day period, if the City shall fail to proceed promptly to cure the same and thereafter prosecute the curing of such default with diligence, it being intended, in connection with a default not susceptible of being cured with diligence within such thirty (30) day period, that the time of the City within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with diligence), then the Authority shall have the right to elect and pursue any right or remedy available to it under law or equity.

Section 12.08. In the event performance of any of their respective covenants, agreements or obligations under this City Lease by the City or the Authority is prevented, interrupted or delayed by causes beyond the City's or the Authority's control, as the case may be, including but not restricted to strike, lockout, action of labor unions, riot, storm, flood, explosion, acts of God or of the public enemy, acts of government, acts of the other party prohibited by this City Lease, war invasion, insurrection, mob violence, sabotage, malicious mischief, inability (notwithstanding good faith and diligent efforts) to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, fires, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, inability (notwithstanding good faith and diligent efforts) to obtain governmental permits or approvals, or delays of contractors or

subcontractors due to such causes, and not caused by any act or failure to act by the party thereby delayed in such performance, the date or time or times for the performance of such covenant, agreement or obligation by the City or the Authority is so prevented, interrupted or delayed and, in such case, neither the City nor the Authority shall be liable for any costs, losses, damages, injuries or liabilities caused to or suffered or incurred by the City or the Authority in connection with, or as a result of, any such delay in, or nonperformance of, such covenant, agreement or obligation. In the event that either the City or the Authority intends to avail itself of the provisions of this Section 12.08, it shall give written notice of such intent to the other, such notice to be given not more than fifteen (15) days from the date performance of such covenant, agreement or obligations was so prevented, interrupted or delayed.

ARTICLE XIII

Notices and Demands

Section 13.01 All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof, shall be in writing, and shall be deemed to have been properly given if sent by registered or certified United States Mail, postage prepaid, return receipt requested, addressed, if intended for the City, to it at City Hall, Boston, Massachusetts, Attention of the Mayor, and if intended for Lessee to it at American City

Building, Columbia, Maryland 21044, Attention of the Secretary. The City or the Authority shall, at any time and from time to time, have the right to specify as its proper address for purposes of this City Lease any other address or addresses upon giving fifteen (15) days' written notice thereof to the other party.

ARTICLE XIV

Indemnification

Section 14.01 The Authority shall pay, and protect, indemnify and save harmless the City from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorneys' fees and expenses of the Authority and of the City), causes of action, suits, claims, demands or judgments of any nature whatsoever (except those which result from the acts of the City) which may be imposed upon or incurred by or asserted against the City by reason of (i) any accident, injury to, or death of any person or any damage to property occurring on the City Property or any part thereof (except as may result from the acts of the City) or (ii) any use, nonuse, condition, or occupation of the City Property or any part thereof or resulting from the condition thereof or of adjoining sidewalks, streets or ways, or (iii) any failure by the Authority to perform or comply with any of the terms hereof or of any contracts, agreements or restrictions, statutes, laws, ordinances or regulations affecting the City Property or any part thereof or the ownership, occupancy or use thereof.

ARTICLE XV

Rights of Markets Lessee, Leasehold Mortgagees and Subtenants

Section 15.01. In the event of a termination of this City Lease, the City shall not disturb the possession of the Markets Lessee under the Markets Lease for so long as the Markets Lessee is not in default under the Markets Lease. The rights of nondisturbance granted hereunder shall run to and benefit the Markets Lessee and its successors and assigns, including Leasehold Mortgagees.

Section 15.02. The City shall accept performance and compliance by the Markets Lessee and any Leasehold Mortgagee with any term, covenant, agreement, provision, condition or limitation on the Authority's part to be kept, observed or performed hereunder with the same force and effect as though kept, observed or performed by the Authority. In case of the termination of this City Lease by reason of the happening of any Event of Default, the City shall give notice thereof to the Markets Lessee and any Leasehold Mortgagee which shall have notified the City of its name and address.

If an Event of Default under this City Lease results in a termination hereof and if within thirty (30) days after the mailing of notice to the Markets Lessee and Leasehold Mortgagee either the Markets Lessee or the Leasehold Mortgagee shall commence and be proceeding with due diligence to cure the

default specified in the notice, then the City shall, upon the written request of the Markets Lessee or such Leasehold Mortgagee made at any time within said thirty (30) day period, mutually enter into a new lease of the City Property with the Markets Lessee or Leasehold Mortgagee for the remainder of the Term, and with priority equal hereto at the rent and upon the terms, covenants, agreements, provisions, conditions and limitations herein contained, modified, however, mutatis mutandis to reflect the changed circumstances.

Section 15.03. In the event of termination of this City Lease, the possession of Subtenants of the Markets Lessee shall not be disturbed for so long as said Subtenants are not in default under their respective leases. The right of nondisturbance granted hereunder shall run to and benefit such Subtenants and their respective successors and assigns.

Section 15.04. At the request of the City, the Markets Lessee, Leasehold Mortgagee and Subtenants shall attorn to the City and shall execute and deliver such instruments as the City shall reasonably request to confirm such attornment.

Section 15.05. At the request of the Markets Lessee or Leasehold Mortgagee, the City will execute and deliver a non-disturbance agreement incorporating the terms of sections 15.01 and 15.02 hereof, and at the request of any Subtenant, the City will execute and deliver a nondisturbance agreement incorp-

orating the terms of Section 15.03 hereof.

Section 15.06. Notwithstanding the provisions of Sections 15.03 and 15.05 hereof, the City shall not be required to recognize the nondisturbance rights of any Subtenant under a Sublease providing for a term of more than fifteen years, including extensions and renewals, unless such Sublease has been approved by the Corporation Counsel of the City; provided, however, any such Sublease submitted by the Authority or the Markets Lessee to the Corporation Counsel of the City for approval shall be deemed approved unless, within thirty days after such submission, the Corporation Counsel shall have given written notice to the party submitting such Sublease of the disapproval of such Sublease, which notice shall specify the reasons for such disapproval.

Section 15.07. The City shall send copies of any notice of default under this City Lease to the Markets Lessee at the address for notices set forth in Article XVI of the Markets Lease and to any Leasehold Mortgagee, the name and address of which has been furnished to the City.

Article XVI

Termination of Markets Lease

Section 16.01. In the event that the Markets Lease terminates prior to the expiration of the Term hereof, this City Lease shall terminate automatically on the date of termination of the Markets Lease. The City shall, upon the written request of the Auth-

ority made at any time within one hundred and eighty (180) days of such termination, execute and deliver to the Authority within thirty (30) days thereafter a new lease of the City Property for the remainder of the Term, and with priority equal thereto at the rent and upon the terms, covenants, agreements, provisions, conditions and limitations herein contained, modified, however, mutatis mutandis to reflect the changed circumstances.

ARTICLE XVII

Miscellaneous

Section 17.01 No member, official, or employee of the City shall have any personal interest, direct or indirect, in this City Lease, nor shall any such member, official, or employee of the City be personally liable to the Authority, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Authority or successor or on any obligations under the terms of this City Lease.

Section 17.02. The City and the Authority shall at any time and from time to time, within ten (10) days after written request by the other, execute, acknowledge and deliver to the party which has requested the same, to the Markets Lessee, to any prospective Leasehold Mortgagee under the Markets Lease or to any assignee or Subtenant, a certificate stating (i) that this City Lease is unmodified and

in force and effect (or if there have been modifications, that this City Lease is in force and effect as modified, and identifying the modification, or if this City Lease is not in force and effect the certificate shall so state); (ii) the date to which rental has been paid under this City Lease; (iii) whether there is any existing default by the Authority in the payment of any rent or other sum of money under this City Lease and whether there is any other existing default by either party under this City Lease with respect to which a notice of default has been served; and if there is any such default, specifying the nature and extent thereof; and (iv) whether there are any setoffs, defenses or counter-claims against enforcement of the obligations of the City hereunder. After issuance of any such certificate, the issuer shall be estopped from denying the veracity or accuracy of the same.

Section 17.03. The headings of the various Articles of this City Lease have been inserted for convenience and reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

Section 17.04. Except as herein otherwise provided, whenever in this City Lease the consent or approval of the City or the Authority is required, such consent or approval shall not be unreasonably withheld, and shall be in writing,

signed by an officer or agent thereunto duly authorized, of the party granting such consent or giving such approval.

Section 17.05. This City Lease, and any modifications thereof or additions thereto, shall be duly recorded by the Authority among the land records of the Suffolk County Registry of Deeds, and the costs of such recordation and any and all Federal revenue stamps which legally must be attached to any of said papers shall be paid by the Authority.

Section 17.06. There shall be no merger of this City Lease or of the leasehold estate hereby created with the fee estate in the City Property or any part thereof by reason of the fact that the same person may acquire or hold, directly or indirectly, this City Lease or the leasehold estate hereby created or any interest in this City Lease or in such leasehold estate as well as the fee estate in the City Property or any interest in such fee estate.

Section 17.07. Upon the expiration or earlier termination of this City Lease, the Authority shall peaceably leave and surrender the City Property to the City in the same condition in which the City Property was originally received from the City at the commencement of this City Lease, except as repaired, rebuilt, restored, altered, or added to as permitted or required by any provision of this City Lease or the Markets Lease and except for ordinary wear and tear. The Authority shall remove from the City Property on or prior to such expiration or earlier termination all property situated thereon which is not owned by

the City, and, at its expense, shall, on or prior to such expiration or earlier termination, repair any damage caused by such removal. The City Property not so removed shall become the property of the City, and the City may thereafter cause such property to be removed from the City Property and disposed of, but the cost of any such removal and disposition and the cost of repairing any damage caused by such removal shall be borne by the Authority.

Section 17.08. Each and every covenant and agreement contained in this City Lease is, and shall be construed to be, a separate and independent covenant and agreement, and the breach of any such covenant or agreement by the City shall not discharge or relieve the Authority from its obligations to perform the same. If any term or provision of this City Lease or the application thereof to any person or circumstances shall to any extent be invalid and unenforceable, the remainder of this City Lease or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this City Lease shall be valid and shall be enforced to the extent permitted by law.

Section 17.09. All of the covenants, conditions and obligations contained in this City Lease shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Authority to the same extent

as if each such successor and assign were in each case named as a party to this City Lease. Any person, corporation or other legal entity acquiring any or all of the rights, title and interest of the Authority in and to the leasehold estate in the City Property shall thereby become liable under and be fully bound by all of the provisions of this City Lease.

Section 17.10. Nothing herein shall be deemed or construed by the parties hereto or by any third party as creating or authorizing the creation of any partnership or joint venture between the City and the Authority, it being understood and agreed that no provision of this City Lease, nor any act of the City or the Authority hereafter, shall be deemed to create any relationship between the City and the Authority other than the relationship of landlord and tenant.

Section 17.11. This Lease may not be modified except by a writing signed by the City and the Authority.

Section 17.12. This City Lease shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the undersigned, the City of Boston and the Boston Redevelopment Authority have executed thie City Lease as of the date and year first above written.

ATTEST:

CITY OF BOSTON

BY _____

SEAL

APPROVED AS TO LEGAL FORM

Corporation Counsel

ATTEST

BOSTON REDEVELOPMENT AUTHORITY

BY _____

SEAL

APPROVED AS TO LEGAL FORM

General Counsel

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

On this day of , 1974, before me, a Notary Public in said Commonwealth, duly commissioned and sworn, personally appeared , known to me to be the of the City of Boston, who executed the within instrument on behalf of the City of Boston and acknowledged same to be the free act and deed of said City, and on oath stated that he was authorized to execute said instrument.

Notary Public

My Commission expires

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

On this day of , 1974, before me, a Notary Public in said Commonwealth, duly commissioned and sworn, personally appeared known to me to be the of the Boston Redevelopment Authority, who executed the within instrument on behalf of the Boston Redevelopment Authority and acknowledged same to be the free act and deed of said Authority, and on oath stated that he was authorized to execute said instrument.

Notary Public

My Commission expires:

EXHIBIT I
OF THAT CERTAIN
INDENTURE OF LEASE
BETWEEN
BOSTON REDEVELOPMENT AUTHORITY
AND
CITY OF BOSTON

DATED: _____

(See Exhibit I of Redevelopment Agreement
dated as of _____
between Boston Redevelopment Authority
and Faneuil Hall Marketplace, Inc.)

EXHIBIT II

Attached to and forming part of a certain Indenture of Lease dated as of 1974, between the CITY OF BOSTON and the BOSTON REDEVELOPMENT AUTHORITY.

All those certain lots or parcels of land situated in the City of Boston, County of Suffolk, Commonwealth of Massachusetts, known and described as follows:

Parcel I

Beginning at a point being the intersection of the southerly sideline of formerly North Market Street and the westerly sideline of Commercial Street, thence running in a southerly direction on the westerly sideline of Commercial Street a distance 51.73' along a bearing of S07°47'36"E

Thence turning and running 11.65' on a bearing of S81°51'02"W on the northerly sideline of formerly South Market Street

Thence turning and running in a northerly direction 0.37' on a bearing of N07°40'54"W

Thence turning and running in a westerly direction 46.45' on a bearing of S82°28'49"W

Thence turning and running in a northerly direction 0.49' on a bearing of N07°31'11"W

Thence turning and running in a westerly direction 172.90' on a bearing of S82°22'27"W

Thence turning and running in a southerly direction 2.52' on a bearing of S07°31'11"E

Thence turning and running in a westerly direction 74.63' on a bearing of S82°27'41"W

Thence turning and running in a northerly direction 2.52' on a bearing of N07°31'11"W

Thence turning and running in a westerly direction 173.03' on a bearing of S82°28'41"W

Thence turning and running in a westerly direction 46.35' on a bearing of S82°36'45"W

Thence turning and running in a southerly direction 0.43' on a bearing of S07°39'40"E

Thence turning and running in a westerly direction 15/57' on a bearing of S82°34'22"W

Thence turning and running in a northerly direction on the easterly sideline of formerly Merchants Row 52.01' on a bearing of N07°38'45"W

Thence turning and running in an easterly direction on the southerly sideline of formerly North Market Street 15.60' on a bearing of N82°24'32"E

Thence turning and running in a southerly direction 0.43' on a bearing of S07°39'49"E

Thence turning and running in an easterly direction 46.30' on a bearing of N82°28'48"E

Thence turning and running in a southerly direction 0.42' on a bearing of S07°31'12"E

Thence turning and running in an easterly direction 173.00' on a bearing of N82°28'48"E

Thence turning and running in a northerly direction 2.47' on a bearing of N07°31'12"W

Thence turning and running in an easterly direction 74.75' on a bearing of N82°28'48"E

Thence turning and running in a southerly direction 2.34' on a bearing of S07°31'12"E

Thence turning and running in an easterly direction 172.83' on a bearing of N82°28'48"E

Thence turning and running in a northerly direction 0.51' on a bearing of N07°31'12"W

Thence turning and running in an easterly direction 46.45' on a bearing of N82°28'48"E

Thence turning and running in a northerly direction 0.37' on a bearing of N07°40'54"W

Thence turning and running in an easterly direction 11.54' on a bearing of N82°51'12"E to the point of origin.

Containing an area of 27,727 square feet.

TOGETHER WITH the entire building situated on said described land known as the "Faneuil Hall Market" or the "Quincy Market".

Parcel II

So much of the following described parcel of land as is not included in Parcel I and is not presently owned by the Authority:

Beginning at a point being the intersection of the southerly sideline of Clinton Street and the westerly sideline of Commercial Street, also being a point on the Mass. Coordinate System, N496109.90, E720439.77,

thence running in a southerly direction on the westerly sideline of Commercial Street a distance of 50.25' along a bearing of S07°-45'-43"E,

thence a distance of 64.18' along a bearing of S07°-57'-00"E,

thence 51.73' along a bearing of S07°47'-36"E,

thence 10.131' along a bearing of S06°-47'-46"E,

thence 64.97' on a bearing of S07°-35'-04"E,

thence turning and running along a westerly direction on the northerly sideline of Chatham Street a distance of 27.88' along a bearing of S82°- 24'-56"W,

thence 234.58' along a bearing of S82°-26'-52"W,

thence 69.05' on a bearing of S82°-30'-07"W,

thence a distance of 188.48' on a bearing of S82°-26'-14"W,

thence 52.66' on a bearing of S79°-42'-58"W

thence turning and running in a northerly direction a distance of 63.93' along a bearing of N07°-54'-44"

thence turning and running in a westerly direction a distance of 64.39' along a bearing of S82°-29'-17"W,

thence a distance of 0.68' on a bearing of S82°-34'-41"W,

thence turning and running in the northerly direction a distance of 2.00' along a bearing of N10°-43'-40"W,

thence turning and running in a westerly direction a distance of 75.45' along a bearing of S82°-23'48"W,

thence turning and running in a northerly direction a distance of 42.87' along a bearing of N07°-54'-01"W,

thence turning and running in an easterly direction a distance of 132.77' on a bearing of N82°-23'-37"E,

thence turning and running in a northerly direction a distance of 141.00' along a bearing of N07°-33'-41"W,

thence turning and running in a westerly direction a distance of 133.59' along a bearing of S82°-26'-14"W,

thence turning and running in a northerly direction a distance of 48.31' along a bearing of N07°-53'-59"W, to a point,

thence turning and running along the southerly sideline of proposed North Street along an easterly arc of a curve to the right having a radius of 950.00' an arc distance of 95.31',

thence continuing along an easterly arc of a curve to the right having a radius of 453.00' an arc distance of 50.01',

thence a distance of 44.38' along a bearing of N54°-02'-48"E,

thence along a southeasterly arc of a curve to the left having a radius of 11.00' an arc distance of 17.57',

thence a distance of 29.13' on a bearing of S36°-20'-05"E, ✓

Thence turning and running in an easterly direction on the southerly sideline of Clinton Street a distance of 157.25' along a bearing of N82°-25'-17"E to the westerly property line of Durgin Park Parcel

thence turning and running in a southerly direction along the westerly sideline of Durgin Park a distance of 57.06' on a bearing of S07°-49'-29"E

thence turning and running in an easterly direction a distance of 66.00' on a bearing of N82°-26'-42"E,

thence turning and running in a northerly direction along the easterly property line of Durgin Park a distance of 57.09' on a bearing of N07°-49'-28"W,

thence turning and running in an easterly direction a distance of 89.88' on a bearing of N82°-25'-17"E,

thence a distance of 152.35' on a bearing of N84°-28'-26"E,

thence a distance of 46.79' along a bearing of N84°-22'-47"E to the point of beginning.

Containing an area (excluding Quincy Market Building) of one hundred eighty-one thousand six hundred thirty-six (181,636) square feet, more or less.

SUMMARY OF LEASE BETWEEN THE CITY OF BOSTON AND THE BRA

PARTIES: CITY AND BRA

Premises: Quincy Market Building and portions of North Market Street and South Market Street.

ASSIGNMENT AND SUBLETTING:

This Lease authorizes the BRA to enter into a sublease for Quincy Market Building pursuant to a lease which is in substantially the same form as attached Exhibit III (the "Markets Lease"). (S4.01). Material changes to the Markets Lease are not permitted without the approval of the City. (S4.02). The BRA is required to enforce the rights and remedies available to it under the Markets Lease and to require diligent and prompt performance by the lessee under the Markets Lease. (S4.03).

TERM:

Ninety-nine years. (S6.01).

RENT:

Minimum Rent to be paid by Authority to City (S7.01).

RIGHTS OF MARKETS LESSEE, LEASEHOLD MORTGAGEES AND SUBTENANTS

Nondisburbance rights granted by the City to the Markets Lessee, Leasehold Mortgagees and Subtenants under the Markets Lease. (Article XV).

TERMINATION OF MARKETS LEASE:

This Lease terminates automatically upon the termination of the Markets Lease. The BRA then has up to one hundred eighty (180) days to request the City to enter into a new lease. (S16.01).

CITY LEASE EXHIBITS

EXHIBIT I

Markets Lease

EXHIBIT II

Description of City Property

EXHIBIT III

Plan of City Property

SUMMARY OF REDEVELOPMENT AGREEMENT

PURPOSE:

Agreement sets forth the rights, obligations and conditions precedent applicable to the period prior to the execution of the Lease.

PARTIES:

BRA and Faneuil Hall Marketplace, Inc., (a corporation organized under the laws of the State of Maryland, qualified to conduct business in Massachusetts and hereinafter referred to as "Faneuil").

COMMENCEMENT OF LEASE:

Ten (10) days after conditions precedent are fulfilled. (S. 1.01).

REPRESENTATIONS AND OBLIGATIONS OF BRA:

Essential obligations are (i) to use its best efforts to cause owners of Durgin Park Parcel to enter into rehabilitation agreements; (ii) to purchase materials for the construction of street and sidewalk improvements; (iii) to perform the utilities work; (iv) to cause the completion of the Falzarano Construction Contract; and (v) to cause a public parking garage to be constructed on Parcel E-8.

REPRESENTATIONS AND OBLIGATIONS OF FANEUIL:

Essential obligations are: (i) to cooperate in establishing the Faneuil Hall Markets Commission; (ii) to use its best efforts to agree upon a lease with the office of the Boston Bicentennial upon the terms set forth in Exhibit VII; (iii) to pay the difference between \$350,000 and the total cost of materials for the street and sidewalk improvements.

CONDITIONS PRECEDENT TO BRA'S OBLIGATION TO EXECUTE THE LEASE:

Essential conditions to be fulfilled within 45 days of signing of Redevelopment Agreement are (i) receipt of necessary approvals from HUD, etc.; (ii) receipt and approval of preliminary design drawings; (iii) receipt of satisfactory evidence of a firm commitment for financing; (iv) Faneuil's agreement to enter into a lease with the Office of Boston Bicentennial.

CONDITIONS PRECEDENT TO FANEUIL'S OBLIGATIONS:

Essential conditions are (i) receipt of necessary approvals from HUD, etc.; (ii) good and marketable title; (iii) no changes or litigation which would materially affect the Falzarano Construction Contract; (iv) satisfaction as to financing; (v) receipt of commitment demonstrating that a parking garage will be constructed and operated on Parcel E-8; (vi) agreement as to completion of the Falzarano Construction Contract; and (vii) execution of an agreement with the City relating to real estate taxes to be levied against the property; (viii) the property shall receive a "U" zoning designation; (ix) a rehabilitation agreement shall have been entered into with the owners of the Durgin Park Parcel; (x) the public streets within the property boundaries shall have been discontinued.

DEPOSIT AND DEFAULT:

Faneuil's security deposit of \$100,000 is retained by BRA as liquidated damages if Faneuil defaults. (SS7.01, 7.03).

TERMINATION AND POSTPONEMENT:

Agreement terminates and Lease may not be executed if necessary approvals have not been received by September 1, 1974. (S.7.04). Either party may terminate if other conditions are not satisfied within forty-five (45) days from the date of Redevelopment Agreement. (SS7.05, 7.06).

GUARANTY:

THE ROUSE COMPANY unconditionally guarantees performance by Faneuil of all of the terms of this Agreement required to be performed by Faneuil.

REDEVELOPMENT AGREEMENT EXHIBITS

EXHIBIT I	Plan of Property
EXHIBIT II	City Lease
EXHIBIT III	BRA-Faneuil Lease
EXHIBIT IV	Utilities Work
EXHIBIT V	Construction Contract Changes
EXHIBIT VI	Claims for Extra Work
EXHIBIT VII	Terms of Lease Between Faneuil and Boston Bicentennial
EXHIBIT VIII	License Agreement
EXHIBIT IX	City Council Ordinances

SUMMARY OF LEASE BETWEEN BRA AND FANEUIL HALL MARKETPLACE, INC.

PARTIES:

BRA and Faneuil Hall Marketplace, Inc. ("Faneuil").

USE OF PROPERTY:

Restricted to uses specified in the Urban Renewal Plan. (§4.01(a)).

EXISTING TENANTS:

Faneuil is required to (i) lease space within Quincy Market Building to Existing Tenants at the present rental and to pay for the cost of any temporary relocation, (ii) lease space to Existing Tenants for a period of three years following completion of the renovation of Quincy Market Building at present rental and (iii) thereafter, offer to lease space to Existing Tenants at rental equal to fair market value for comparable space. (§4.06).

PUSHCART MARKET VENDORS:

City may relocate Pushcart Market Vendors to the area leased by Faneuil. (§4.07).

THE COMMISSION:

The Commission will review such things as proposed uses of the Property, design controls and terms and conditions of subleases. No changes may be made in the character of the street floor of Quincy Market Building without approval of the Commission. The Commission also receives monthly status reports and resolves disputes relating to Existing Tenants. (§4.08).

TERM:

99 years.

RENT:

Rent is payable in the form of minimum rental payments to the Authority.

MORTGAGES:

No liens or encumbrances permitted except as specifically permitted.

Leasehold Mortgages to Institutional Lenders (commercial banks, trust companies, life insurance companies, etc.) permitted. (Article IX).

REHABILITATION OF THE PROPERTY:

Final Working Drawings must be approved by the BRA. (S10.02). Faneuil must spend one per cent of the Construction Cost on works of art. (S10.03). Rehabilitation must be commenced thirty days after approval of Final Working Drawings and Specifications. (S10.07) Failure to complete all of the rehabilitation within a twenty-four month period results in default, forfeiture of the deposit and possible imposition of further damages. (Note that completion of the Rehabilitation and damages in connection with Faneuil's failure to complete are guaranteed by The Rouse Company).

MAINTENANCE:

Faneuil is required at all times and at its expense to keep the Property and the improvements in good and safe condition and repair and appearance. (S11.01).

CONDEMNATION:

Condemnation rights of the Parties are determined under law. (Article XII).

INSURANCE AND RESTORATION:

Property is insured to full replacement cost, and there is ample personal and property insurance. (§13.01). In the event of a major casualty, Faneuil is required to reconstruct (§13.11) or to terminate and pay the insurance proceeds to the BRA if it determines that the Property is unsuitable for restoration. (§13.12).

TRANSFER, ASSIGNMENT AND SUBLETTING:

Transfers other than permitted transfers are Events of Default. No transfer by The Rouse Company of the stock of Faneuil is permitted during the Rehabilitation. Merger, consolidation or sale of substantially all of the assets of The Rouse Company is permitted, and transfers to Institutional Lenders are also permitted. After the completion of the Rehabilitation, transfers to entities with demonstrated competence in the business of real property management and in the management, leasing and operation of retail and office space are permitted. The BRA determines whether or not a proposed transferee has such demonstrated competence. (Article XIV).

DEPOSIT AND DEFAULT:

In the event of a default under the Lease, Faneuil forfeits the \$100,000 deposit as liquidated damages and the BRA reserves the right to pursue other remedies available to the BRA under law against Faneuil and, if the default is prior to the completion

of the Rehabilitation, against The Rouse Company. Examples of Events of Default are: bankruptcy, insolvency, liquidation or dissolution of Faneuil, failure to make tax payments and the making by Faneuil or a Leasehold Mortgagee of a prohibited assignment or transfer. (§15.02). In the event of a default and termination, the BRA may take back the Property. (§15.04). Leasehold Mortgagees may cure defaults of Faneuil and assume the position of lessee under the Lease or, in certain instances, enter into a new Lease with the BRA. (§15.07). Defaults resulting from events beyond the control of the Parties are excusable. (§15.11).

INDEMNIFICATION OF THE BRA:

Faneuil agrees to indemnify the BRA against all claims resulting from accidents, the use of the property or failures of the lessee. (§17.01).

MISCELLANEOUS:

Usual non-discrimination provisions included. (§18.02).

GUARANTY:

The Rouse Company unconditionally guarantees the payment of all sums required to be paid by Faneuil which become due prior to the completion of the Rehabilitation and the prompt performance by Faneuil of all of the terms required to be performed by Faneuil prior to the completion of the Rehabilitation. Rouse further promises to pay all of the BRA's costs, such as attorneys fees, associated with enforcing the Guaranty. Finally, Rouse consents to jurisdiction of the courts of Massachusetts and appoints an agent for service of process.

SCHEDULES

Schedule A	Description of Property
Schedule B	Survey of Property and Surrounding Area
Schedule C	Existing Tenants of Quincy Market Building
Schedule D	Listings of Preliminary Design Drawings
Schedule E	Contractor's Letter of Intent
Schedule F	Lessor's "Equal Opportunity Compliance Policy"

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT T. KENNEY, DIRECTOR

SUBJECT: WATERFRONT PROJECT NO. MASS. R-77
FANEUIL HALL MARKETS
REDEVELOPMENT AGREEMENT BY AND BETWEEN THE
AUTHORITY AND FANEUIL HALL MARKETPLACE, INC.

On March 22, 1973, the Authority tentatively designated The Rouse Company of Columbia, Maryland, Developer of the Faneuil Hall Markets Projects. The development includes North Market Building, Quincy Market Building and the South Market Building.

The tentative designation set forth several conditions which had to be fulfilled by the Authority and the Developer before further action could be taken on the Project.

Negotiations between the Authority and the Developer have been substantially concluded and the Boston City Council had authorized the execution of a Lease between the City and the Authority for the Quincy Market Building.

It is appropriate at this time that the Authority enter into a Redevelopment Agreement with the Developer. The Redevelopment Agreement sets forth the rights, obligations and conditions precedent which are applicable to the 45 day period prior to the execution of the Lease.

It is therefore recommended that the Director be authorized to enter into a Redevelopment Agreement with the Developer in substantially the form attached hereto.

Faneuil Hall Marketplace, Inc., is a wholly owned subsidiary of The Rouse Company.

An appropriate Vote follows:

VOTED: That the Director be and hereby is authorized on behalf of the Authority to enter into a Redevelopment Agreement with Faneuil Hall Marketplace, Inc., in substantially the form as presented at this meeting.